



**Health Services**  
LOS ANGELES COUNTY

June 19, 2007

**Los Angeles County  
Board of Supervisors**

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*To improve health  
through leadership,  
service and education.*



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The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**EDUCATION AFFILIATION AGREEMENT BETWEEN  
THE DEPARTMENT OF VETERANS AFFAIRS AND  
THE COUNTY OF LOS ANGELES**  
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign an Education Affiliation Agreement (Exhibit I) between the Department of Veterans Affairs (VA) and the County of Los Angeles (County), to permit the reciprocal exchange of residents between the Department of Health Services and the VA Greater Los Angeles Healthcare System to allow residents of both parties to receive medical training toward the completion of their residency programs in all residency training programs offered by both parties, effective upon Board approval and execution by both parties until termination by the mutual consent of both parties, or by written notice by either party to the other six months in advance of the next training rotation, with no exchange of money between the parties.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of the Agreement will allow the reciprocal exchange of residents between the County's Department of Health Services (DHS) and the VA Greater Los Angeles Healthcare System (VAGLAHS) in all residency training programs offered by both parties. Currently, County Agreement Number H-206838 with the VA Outpatient Clinic permits reciprocal exchange of residents between the parties. However, while the VAGLAHS may send its residents to receive training at any DHS facility, DHS may only send its residents to the VA Outpatient Clinic. Three other current agreements with the VA permit the VA to send its residents in specific fields of medicine to designated DHS facilities but do not allow reciprocity on the part of DHS. The ability of both parties to exchange residents in all available residency training programs will greatly enhance the quality of resident training for all involved residents and the ability of both parties to retain accreditation of their various respective residency training programs.

Approval of the Agreement will also correct a misunderstanding which led to County residents receiving training at VA facilities without the benefit of a Board-approved agreement. In February 2007, the DHS Executive Office determined that

County residents were receiving training at various VA facilities which were not covered under existing Board-approved contracts. The training occurred under the mistaken belief that the training was authorized under the VA Outpatient Clinic Agreement. Under the proposed Agreement, those County residents currently in rotation at VA facilities other than the Outpatient Clinic will be able to complete their training. The Agreement will then provide the legal basis for all future resident training between the VA and DHS.

The County will also benefit by receiving patient care provided by VA residents under the direct supervision of the County's physicians.

FISCAL IMPACT/FINANCING:

There is no net County cost. Under the Agreement, there will be no monetary exchange between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of institutions. The agreements are intended to allow County residents to obtain essential observational and practical experience in their respective medical fields when such training is not available at any County facilities. A number of these affiliation agreements also allow the affiliate to send their residents to a County facility to receive medical training when the affiliates are unable to provide the necessary training for their residents. Historically, the County has entered into these types of agreements with the U.S. Department of the Navy, Air Force, Army, the VA, and many others involving various medical fields at various County facilities.

Under this Agreement, the respective residents of each party will receive training in all available residency programs at the other party's facilities under the direct supervision of the hosting party's qualified physicians. Each party's residents will adhere to all applicable rules and regulations of the hosting party's facilities and will be provided with the required information regarding each respective party's risk management programs.

The VA will provide liability protection under the Federal Tort Claims Act for County residents receiving training at VAGLAHS. The County will provide liability protection under the County's self-insurance program for VA residents receiving training at County facilities. The Chief Administrative Office, Risk Management Operations concurs with the liability provisions of the Agreement.

The Agreement does not include the usual County provisions because the VA required the use of its Federal Agreement format as a condition for the reciprocal exchange of residents. The Board has approved two prior substantially similar agreements with the VA.

The Agreement, when approved by the Board and upon execution by both parties, will supercede and replace all current resident rotation affiliation agreements with the VA, including Agreements Nos. H-206838 (VA outpatient clinic), H-701875 (resident rotation at Rancho), H-702407 (resident rotation at Olive View), and H-702408 (resident rotation at H/UCLA).

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The Agreement will be effective upon Board approval and execution by both parties, and will be effective until termination by mutual consent of both parties, or by written notice by either party six months in advance of the next residency rotation period.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit D) as to use and form.

CONTRACTING PROCESS:

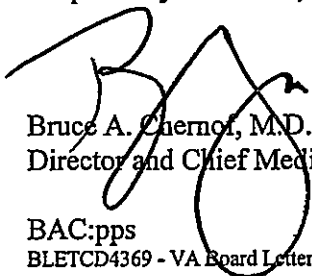
It is not appropriate to solicit a resident rotation affiliation agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The County and the VA will benefit by having expanded residency training at all VAGLAHS and DHS facilities. County patients will benefit from additional medical services provided by VA residents under the direction of DHS physicians.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:pps  
BLETC4369 - VA Board Letter.pps.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Medical Residency Training.

2. AGENCY ADDRESS, CONTACT PERSON, AND TELEPHONE NUMBER:

VA Greater Los Angeles Healthcare System  
11301 Wilshire Boulevard  
Los Angeles, California 90073  
Telephone: (310) 478-3711  
Attention: Arthur H. Friedlander, DMD  
Associate Chief of Staff/Education

3. TERM:

The Agreement will be effective upon Board approval and execution by both parties and will be effective until termination by mutual consent of both parties, or by written notice by either party six months in advance of the next residency rotation period.

4. FINANCIAL INFORMATION:

There is no net County cost. Under the Agreement, there will be no monetary exchange between the parties.

5. GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. ACCOUNTABILITY FOR MONITORING AND EVALUATION:

Robert G. Splawn, M.D., Senior Medical Director

7. APPROVALS:

Clinical Affairs and Affiliations: Robert G. Splawn, M.D., Senior Medical Director

Finance: Allan Wecker, Acting Chief Financial Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Andrea Ross, Deputy County Counsel